

Atty. Docket No. ST02001USU (159-US-U1)

PATENT

COMBINED DECLARATION AND POWER OF ATTORNEY

As a below-named inventor, I hereby declare that:

1. My residence, post office address, and citizenship are as stated below next to my name.
2. I believe I am the original and joint inventor of the subject matter which is claimed and for which a patent is sought on the invention titled:

INTERFACE FOR A GPS SYSTEM

the specification of which (check one):

- ☐ is attached hereto.
- ☒ was filed on: January 31, 2005 as
Application Serial No.: 10/523,669
☐ and was amended on: _____

3. I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims.

4. I acknowledge the duty to disclose information which is material to patentability as described in 37 C.F.R. 1.56, which is defined on the attached page.

5. I hereby claim foreign priority benefits under 35 U.S.C. 119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate on this invention having a filing date before that of the application on which priority is claimed:

Prior Foreign Application(s)

Priority Claimed

PCT/US2003/025821 PCT 15/08/2003 ☒ ☐
(Number) (Country) (Day/Month/Year Filed) Yes No

6. I hereby claim the benefit under 35 U.S.C. 119(e) of any United States provisional application(s) listed below.

Prior United States Provisional Application(s)

60/403,836 August 15, 2002
(Application Number) (Filing Date)

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7. I hereby claim the benefit under 35 U.S.C. 120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of 35 U.S.C. 112, I acknowledge the duty to disclose material information as defined in 37 C.F.R. 1.56, which is defined on the attached page, which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

Prior United States Application(s)

60/403,836	August 15, 2002	Expired
(Application Serial No.)	(Filing Date)	(Status)-(Patented, pending, abandoned)

8. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

9. I hereby appoint Jennifer H. Hamilton (Reg. No. 41,814), Francisco A. Rubio-Campos (Reg. No. 45,358), Gregory B. Gulliver (Reg. No. 44,138), Jeffrey C. Wilk (Reg. No. 42,227), David P. Gloekler (Reg. No. 41,037), and other registered patent attorneys and agents of the firm The Eclipse Group, and Nicolas Gikkas (Reg. No. 46,245) Chief IP Counsel, SIFR Technology, Inc., assignee of the subject matter, as my attorneys with full power of substitution and revocation, to prosecute this application and to transact all business in the United States Patent and Trademark Office connected therewith.

Please direct all correspondence to:

Jennifer H. Hamilton
THE ECLIPSE GROUP
10453 Raintree Lane
Northridge, CA 91326

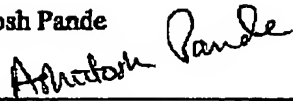
Please direct telephone calls to Jennifer H. Hamilton at 818.831.9431 (facsimile 818.332.4205).

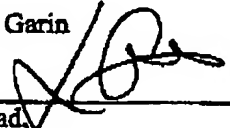
Full name of first joint inventor: Steve Chang Chiayee


Date:

Residence and Post Office Address: 3388 Tryna Drive
San Jose, CA 95120

Citizenship: US

Full name of third joint inventor: Ashutosh Pande
Date: 7/19/05 
Residence and Post Office Address: 604 Lochburry Court
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Citizenship: US

Full name of fourth joint inventor: Lionel Jacques Garin
Date: 7/11/05 
Residence and Post Office Address: 3475 Greer Road,
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Citizenship: US

Full name of fourth joint inventor: Gengsheng Zhang
Date: 
Residence and Post Office Address: 2002 Westlynn Way, Apt. #2
Cupertino, CA 95014
Citizenship: US

Section 1.56 Duty to Disclose Information Material to Patentability.

(a) A patent by its very nature is affected with a public interest. The public interest is best served, and the most effective patent examination occurs when, at the time an application is being examined, the Office is aware of and evaluates the teachings of all information material to patentability. Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section. The duty to disclose information exists with respect to each pending claim until the claim is cancelled or withdrawn from consideration, or the application becomes abandoned. Information material to the patentability of a claim that is cancelled or withdrawn from consideration need not be submitted if the information is not material to the patentability of any claim remaining under consideration in the application. There is no duty to submit information which is not material to the patentability of any existing claim. The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by §§ 1.97(b)-(d) and 1.98. However, no patent will be granted on an application in connection with which fraud on the Office was practiced or attempted or the duty of disclosure was violated through bad faith or intentional misconduct. The Office encourages applicants to carefully examine:

- (1) prior art cited in search reports of a foreign patent office in a counterpart application, and
- (2) the closest information over which individuals associated with the filing or prosecution of a patent application believe any pending claim patentably defines, to make sure that any material information contained therein is disclosed to the Office.

(b) Under this section, information is material to patentability when it is not cumulative to information already of record or being made of record in the application, and

- (1) It establishes, by itself or in combination with other information, a prima facie case of unpatentability of a claim; or
- (2) It refutes, or is inconsistent with, a position the applicant takes in:
 - (i) Opposing an argument of unpatentability relied on by the Office, or
 - (ii) Asserting an argument of patentability.

A prima facie case of unpatentability is established when the information compels a conclusion that a claim is unpatentable under the preponderance of evidence, burden-of-proof standard, giving each term in the claim its broadest reasonable construction consistent with the specification, and before any consideration is given to evidence which may be submitted in an attempt to establish a contrary conclusion of patentability.

(c) Individuals associated with the filing or prosecution of a patent application within the meaning of this section are:

- (1) Each inventor named in the application;
- (2) Each attorney or agent who prepares or prosecutes the application; and
- (3) Every other person who is substantively involved in the preparation or prosecution of the application and who is associated with the inventor, with the assignee or with anyone to whom there is an obligation to assign the application.

(d) Individuals other than the attorney, agent or inventor may comply with this section by disclosing information to the attorney, agent, or inventor.

(e) In any continuation-in-part application, the duty under this section includes the duty to disclose to the Office all information known to the person to be material to patentability, as defined in paragraph (b) of this section, which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

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PATENT

CONFIRMATORY ASSIGNMENT

This Confirmatory Assignment ("Assignment") shall be effective as of 7/19/05 2005 ("Effective Date") by and between:

STEVE CHANG CHIAYEE, residing at 3388 Tryna Drive, San Jose, CA 95120; ASHUTOSH PANDE, residing at 604 Lochburry Court, San Jose, CA 95123; LIONEL JACQUES GARIN, residing at 3475 Greer Road, Palo Alto, CA 94303; and GENGSHENG ZHANG, residing at 1002 Westlynn Way, Apt. #2, Cupertino, CA 95014; (collectively "ASSIGNORS"), and

SiRF Technology, Inc., a corporation of the State of Delaware, having a principal place of business at 148 E. Brokaw Road, San Jose, CA 95112 ("SiRF").

1.0 Background

1.1 ASSIGNORS, through their employment with SiRF, as either employees or contractors, as the case may be, invented certain new and useful improvements as described and set forth in an application for Letters Patent of the United States titled "INTERFACE FOR A GPS SYSTEM", U.S. Serial No. 10/523,669 filed on January 31, 2005. The subject matter of their patent application shall be referred to as the "Invention."

1.2 SiRF, as employer of ASSIGNORS, owns all right, title and interest in and to the Invention. ASSIGNORS, as consideration for their employment with SiRF, agreed to execute all the necessary documents in order to perfect and confirm SiRF's ownership in any inventions created or developed by ASSIGNORS during their employment with SiRF.

1.3 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS are executing their Assignment in order to confirm SiRF's ownership in and to formally transfer to SiRF all right, title and interest in and to the Invention and all Letters Patent which may be granted from the Invention in the United States or any foreign country.

2.0 Assignment

2.1 ASSIGNORS sell, assign and transfer to SiRF, effective as of the Effective Date first set forth above, the full and exclusive right, title and interest in and to the Invention and all Letters Patent which may be granted from the Invention in the United States, including any continuation, division, renewal, substitute or reissue thereof for the full term or terms for which the patents may be granted.

2.2 ASSIGNORS also assign all of their right, title and interest in and to the Invention in all foreign countries, including the right to apply for a patent in any foreign country and the right to all current and further applications for patents for the Invention, including the right to claim International Convention priority.

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2.3 ASSIGNORS further transfer and assign to SIRF all causes of action, rights, and remedies arising under any such patent or application prior to or after the Effective Date of their Agreement.

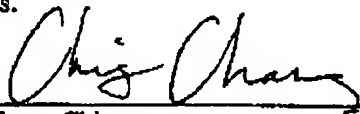
2.4 ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with their assignment and sale.

2.5 ASSIGNORS further covenant that, upon SIRF's request, ASSIGNORS will promptly provide SIRF with all pertinent facts and documents relating to the Invention, and patents or patent applications as may be known and accessible to ASSIGNORS and ASSIGNORS will testify as to the same in any interference or litigation related to the Invention or any patent or patent application related thereto and will promptly execute and deliver to SIRF or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the Invention and any patents or patent application relating to the Invention as may be reasonably necessary or desirable.

The terms, covenants and provisions of their Assignment shall inure to the benefit of SIRF, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNORS, their heirs, legal representatives and assignees.

7/11/05

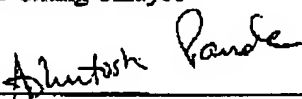
Date



Steve Chang Chiayee

7/19/05

Date



Ashutosh Pande

7/11/05

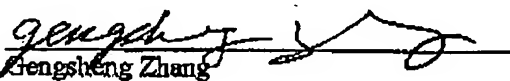
Date



Lionel Jacques Garin

07/07/05

Date



Gengsheng Zhang